

LOUISIANA HOUSING FINANCE AGENCY
Construction Managers
REQUEST FOR PROPOSALS

Key Proposal Dates

Date Issued	October 31, 2007
Last Day to Submit Proposals	November 07, 2007

Contents

- I. Announcement**
- II. Scope of Services**
- III. Evaluation**

REQUEST FOR PROPOSAL FOR CONSTRUCTION MANGER

PART I. ADMINISTRATIVE AND GENERAL INFORMATION

1.1 Background –

Presently FEMA has authorized the funding of the Alternative Housing Pilot Program (the “AHPP”) to be more responsive to the housing needs of residents displaced by natural disasters. FEMA has awarded 74.5 million dollars to the State as a one time grant to design, develop, and implement an Alternative Housing Pilot Program designated by the State as “Louisiana Cottages”. Louisiana Housing Finance Agency (the “LHFA”) has been designated by the State to receive and administer this grant award. Further the Louisiana Housing Finance Agency has been authorized and directed by the Governor, with the aid and guidance of FEMA, to carry out the requirements of the grant award. LHFA has determined that additional outside professional services are needed for the implementation and coordination of this grant award.

The Agency has designed a budget to incorporate a Construction Manager

1.1.1 Purpose

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals from bona fide, qualified Proposers who are interested in providing construction management services, and to select a single contractor to provide statewide oversight and review of the construction portion of the AHPP. At summary level, the construction manager should enable the Agency to monitor and control the construction phase of the AHPP

1.1.2 Goals and Objectives

The LHFA desires to oversee and coordinate the construction of Katrina Cottages at a minimum of four sites throughout Louisiana with the aid of the construction management team through the use of preconstruction conference minutes, daily reports, test reports, “As Built” drawings (field redlined set), construction photographs (including preconstruction), weekly meeting minutes, certificates of substantial completion and punchlist, complete Federal aid documentation as required to construction management and project closeout.

1.2 Definitions

A. Shall – The term “shall” denotes mandatory requirements per R.S. 39:1556(24).

B. Must - The terms “must” denotes mandatory requirements.

C. May - The term “may” denotes an advisory or permissible action.

D. Should – the term “should” denotes desirable

E. Contractor – Any person having a contract with a governmental body.

F. Agency- Any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or other establishment of the executive branch of this state authorized to participate in any contract resulting from this solicitation.

G. State- The State of Louisiana.

H. Discussions- For the purposes of this RFP, a formal structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals in response to this RFP.

1.3 Schedule of Events

	<u>Date</u>	<u>Time (CT)</u>
1. RFP published and posted to LHFA website.	10-31-2007	12:00pm
2. Proposal Opening Date (deadline for submitting proposals)	11-07-07	
3. Notice of Intent to Award to be mailed	11-14-07	
4. Contract Initiation	11-30-07	

NOTE: The LHFA reserves the right to revise this schedule. Any such revision will be formalized by the issuance of an addendum to the RFP.

1.4 Proposal Submittal

This RFP is available in electronic form at the LHFA website <http://www.lhfa.state.la.us/index.php>. It is available in PDF format or in printed form by submitting a written request to the Louisiana Housing Finance Agency Legal.

All proposals shall be received by the Louisiana Housing Finance Agency **no later than the date and time shown in the Schedule of Events.**

Important - - Clearly mark outside of envelope, box or package with the following information and format:

X **Proposal Name: Construction Management**
X
X **Proposal Opening Date: 11- 07-2007.**

Proposals may be mailed through the U. S. Postal Service, or delivered by hand or courier to our physical location at:

Louisiana Housing Finance Agency
2415 Quail Drive
Baton Rouge, LA 70808
Attn: Keith Cunningham c/o Melanie Brocato
Re: Response to RFP for Construction Managers
Voice: 225.763.8700
Fax: 225.763.8752
Website: www.lhfa.state.la.us
E-mail: KCunningham@lhfa.state.la.us

Proposer is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. .

Proposer is solely responsible for the timely delivery of its proposal. Failure to meet the proposal opening date and time shall result in rejection of the proposal. Proposals may not be delivered by facsimile transmission or other electronic telecommunications means

1.5 Proposal Response Format

Proposals submitted for consideration should follow the format and order of presentation described below:

- A. **Cover Letter:** The cover letter should exhibit The Proposer's understanding and approach to the project. It should contain a summary of Proposer's ability to perform the services described in the RFP and confirm that Proposer is willing to perform those services and enter into a contract with the Agency.

By signing the letter and/or the proposal, the Proposer certifies compliance with the signature authority required in accordance with L.R.S.39:1594 (Act 121). The person signing the proposal must be:

- A current corporate officer, partnership member, or other individual specifically authorized to submit a proposal as reflected in the appropriate records on file with the secretary of state; or
- An individual authorized to bind the company as reflected by a corporate resolution, certificate or affidavit; or
- Other documents indicating authority which are acceptable to the public entity.

The cover letter should also

- Identify the submitting Proposer;

- Identify the name, title, address, telephone number, fax number, and email address of each person authorized by the Proposer to contractually obligate the Proposer;
 - Identify the name, address, telephone number, fax number, and email address of the contact person for technical and contractual clarifications throughout the evaluation period.
- B. **Table of Contents:** Organized in the order cited in the format contained herein.
- C. **Proposer Qualifications and Experience:** History and background of Proposer, financial strength and stability, corporate office, related services provided to government entities, existing customer satisfaction, demonstrated volume of merchants, etc.
- D. **Proposed Solution/Technical Response:** Illustrating and describing proposed technical solution and compliance with the RFP requirements.
- E. **Innovative Concepts:** Presentation of innovative concepts, if any, for consideration.
- F. **Project Schedule:** Detailed schedule of implementation plan. This schedule is to include implementation actions, timelines, responsible parties, etc.
- G. **Financial Proposal:** Proposer's fees and other costs, if any, shall be submitted. Prices proposed shall be firm for the duration of the contract. This financial proposal shall include any and all costs the Contractor wishes to have considered in the contractual arrangement with the Agency.

1.5.1 Number of Response Copies

Each Proposer shall submit one (1) signed original response. Five (5) additional copies of the proposal should be provided, as well as one (1) redacted copy, if applicable (See Section 1.6).

1.5.2 Legibility/Clarity

Responses to the requirements of this RFP in the formats requested are desirable with all questions answered in as much detail as practicable. The Proposer's response is to demonstrate an understanding of the requirements. Proposals prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to meet the requirements of the RFP are also desired. Each Proposer is solely responsible for the accuracy and completeness of its proposal.

1.6 Confidential Information, Trade Secrets, and Proprietary Information

The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of your proposal. Your cost proposal will not be considered confidential under any circumstance. Any proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

For the purposes of this procurement, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 et. seq.) will be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this procurement shall be open to public inspection. Proposers are reminded that

while trade secrets and other proprietary information they submit in conjunction with this procurement may not be subject to public disclosure, protections must be claimed by the Proposer at the time of submission of its Technical Proposal. Proposers should refer to the Louisiana Public Records Act for further clarification.

The Proposer must clearly designate the part of the proposal that contains a trade secret and/or privileged or confidential proprietary information as “confidential” in order to claim protection, if any, from disclosure. The Proposer shall mark the cover sheet of the proposal with the following legend, specifying the specific section(s) of his proposal sought to be restricted in accordance with the conditions of the legend:

“The data contained in pages ____ of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Proposer as a result of or in connection with the submission of this proposal, the State of Louisiana shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the State of Louisiana’s right to use or disclose data obtained from any source, including the Proposer, without restrictions.”

Further, to protect such data, each page containing such data shall be specifically identified and marked “CONFIDENTIAL”.

Proposers must be prepared to defend the reasons why the material should be held confidential. If a competing Proposer or other person seeks review or copies of another Proposer's confidential data, the Agency will notify the owner of the asserted data of the request. If the owner of the asserted data does not want the information disclosed, it must agree to indemnify the Agency and hold the Agency harmless against all actions or court proceedings that may ensue (including attorney's fees), which seek to order the Agency to disclose the information. If the owner of the asserted data refuses to indemnify and hold the Agency harmless, the Agency may disclose the information.

The Agency reserves the right to make any proposal, including proprietary information contained therein, available to personnel, the Office of the Governor, or other state agencies or organizations for the sole purpose of assisting the Agency in its evaluation of the proposal. The Agency shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.

If your proposal contains confidential information, you should also submit a redacted copy along with your proposal. If you do not submit the redacted copy, you will be required to submit this copy within 48 hours of notification from the legal staff of the Louisiana Housing Finance Agency. When submitting your redacted copy, you should clearly mark the cover as such - “REDACTED COPY” - to avoid having this copy reviewed by an evaluation committee member. The redacted copy should also state which sections or information has been removed.”

1.7 - Errors and Omissions in Proposal

The Agency will not be liable for any error in the proposal. Proposer will not be allowed to alter proposal documents after the deadline for proposal submission, except under the following condition: The Agency reserves the right to make corrections or clarifications due to patent errors identified in proposals by the Agency or the Proposer. The Agency, at its option, has the right to request clarification or additional information from the Proposer.

1.8 Changes, Addenda, Withdrawals

The Agency reserves the right to change the calendar of events or issue Addenda to the RFP at any time. The Agency also reserves the right to cancel or reissue the RFP.

If the Proposer needs to submit changes or addenda, such shall be submitted in writing, signed by an authorized representative of the Proposer, cross-referenced clearly to the relevant proposal section, prior to the proposal opening, and should be submitted in a sealed envelope. Such shall meet all requirements for the proposal.

1.9 - Withdrawal of Proposal

A Proposer may withdraw a proposal that has been submitted at any time up to the proposal closing date and time. To accomplish this, a written request signed by the authorized representative of the Proposer must be submitted to the agency soliciting proposals.

1.10 - Material in the RFP

Proposals shall be based only on the material contained in this RFP. The RFP includes official responses to questions, addenda, and other material, which may be provided by the Agency pursuant to the RFP.

1.11 – Waiver of Administrative Informalities

The Agency reserves the right, at its sole discretion, to waive administrative informalities contained in any proposal.

1.12 - Proposal Rejection

Issuance of this RFP in no way constitutes a commitment by the Agency to award a contract. The Agency reserves the right to accept or reject any or all proposals submitted or to cancel this RFP if it is in the best interest of the Agency to do so. The Agency may enter into negotiation with Proposer to the RFP as may be necessary or appropriate to refine the scope of services, fee arrangements, or any other aspect of the services to be provided herein.

1.13 - Ownership of Proposal

All materials (paper content only) submitted in response to this request become the property of the Agency. Selection or rejection of a response does not affect this right. All proposals submitted will be retained by the Agency and not returned to Proposers. Any copyrighted materials in the response are not transferred to the Agency.

1.14 Cost of Offer Preparation

The Agency is not liable for any costs incurred by prospective Proposers or Contractors prior to issuance of or entering into a Contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the Proposer in responding to the RFP are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the Agency of Louisiana.

1.15 Non-negotiable Contract Terms

Non-negotiable contract terms include but are not limited to taxes, assignment of contract, audit of records, EEOC and ADA compliance, record retention, content of contract/order of precedence, contract changes, governing law, claims or controversies, and termination based on contingency of appropriation of funds.

1.16 Taxes

Any taxes, other than state and local sales and use taxes, from which the state is exempt, shall be assumed to be included within the Proposer's cost.

1.17 Proposal Validity

All proposals shall be considered valid for acceptance until such time an award is made, unless the Proposer provides for a different time period within its proposal response. However, the Agency reserves the right to reject a proposal if the Proposer's acceptance period is unacceptable and the Proposer is unwilling to extend the validity of its proposal.

1.18 - Prime Contractor Responsibilities

The selected Proposer shall be required to assume responsibility for all items and services offered in his proposal whether or not he produces or provides them. The Agency shall consider the selected Proposer to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

1.19 - Use of Subcontractors

Each Contractor shall serve as the single prime contractor for all work performed pursuant to its contract. That prime contractor shall be responsible for all deliverables referenced in this RFP. This general requirement notwithstanding, Proposers may enter into subcontractor arrangements. Proposers may submit a proposal in response to this RFP, which identifies subcontract(s) with others, provided that the prime contractor acknowledges total responsibility for the entire contract.

If it becomes necessary for the prime contractor to use subcontractors, the Agency urges the prime contractor to use Louisiana vendors, including small and emerging businesses, if practical. In all events, any subcontractor used by the prime should be identified to the Agency.

Information required of the prime contractor under the terms of this RFP, is also required for each subcontractor and the subcontractors must agree to be bound by the terms of the contract. The prime contractor shall assume total responsibility for compliance.

1.20 Written or Oral Discussions/Presentations

Written or oral discussions may be conducted with Proposers who submit proposals determined to be reasonably susceptible of being selected for award; however, the Agency reserves the right to enter into an Agreement without further discussion of the proposal submitted based on the initial offers received.

Any commitments or representations made during these discussions, if conducted, may become formally recorded in the final contract.

Written or oral discussions/presentations for clarification may be conducted to enhance the Agency's understanding of any or all of the proposals submitted. Proposals may be accepted without such discussions.

1.21 Acceptance of Proposal Content

The mandatory RFP requirements shall become contractual obligations if a contract ensues. Failure of the successful Proposer to accept these obligations shall result in the rejection of the proposal.

1.22 Evaluation and Selection

Staff shall evaluate all proposals. Staff will determine which proposals are reasonably susceptible of being selected for award. If required, written or oral discussions may be conducted with any or all of the Proposers to make this determination.

Written recommendation for award shall be made to the Louisiana Housing Finance Agency Board of Directors for the Proposer whose proposal, conforming to the RFP, will be the most advantageous to the Agency, price and other factors considered.

The committee may reject any or all proposals if none is considered in the best interest of the Agency.

1.23 Contact Prohibitions

It is the express policy of the Agency that prospective respondents to this RFP refrain from initiating any direct or indirect contact or communication with Agency staff or members of the Agency's Board of Commissioners with regard to the selection process for the Agency's communication campaign. Any violation of this policy will be considered a basis for disqualification.

1.24 Contract Negotiations

If for any reason the Proposer whose proposal is most responsive to the Agency's needs, price and other evaluation factors set forth in the RFP considered, does not agree to a contract, that proposal shall be rejected and the Agency may negotiate with the next most responsive Proposer. Negotiation may include revision of non-mandatory terms, conditions, and requirements. OSP must approve the final contract form and issue a purchase order, if applicable, to complete the process.

1.25 Contract Award and Execution

The Agency reserves the right to enter into an Agreement without further discussion of the proposal submitted based on the initial offers received.

The RFP, including any addenda, and the proposal of the selected Contractor will become part of any contract initiated by the Agency.

Proposers are discouraged from submitting their own standard terms and conditions with their proposals. The proposed terms will be negotiated before a final contract is entered. Mandatory terms and conditions are not negotiable.

If the contract negotiation period exceeds 30 days or if the selected Proposer fails to sign the contract within **seven calendar** days of delivery of it, the Agency may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

The Agency intends to award to a single Proposer.

1.26 Notice of Intent to Award

Upon review and approval by the LHFA Board of Commissioners, of the staff's recommendation for award, LHFA will issue a "Notice of Intent to Award" letter to the apparent successful Proposer. A contract shall be completed and signed by all parties concerned on or before the date indicated in the "Schedule of Events." If this date is not met, through no fault of the Agency, the Agency may elect to cancel the Notice of Intent to Award letter and make the award to the next most advantageous Proposer.

LHFA will also notify all unsuccessful Proposers as to the outcome of the evaluation process.

1.27 Insurance Requirements

Contractor shall furnish the Agency with certificates of insurance effecting coverage(s) required by the RFP. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the Agency before work commences. The Agency reserves the right to require complete certified copies of all required policies, at any time.

1.28 Proposer's Certification of OMB A-133 Compliance

Certification of no suspension or debarment. By signing and submitting any proposal for \$100,000 or more, the Proposer certifies that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133.

A list of parties who have been suspended or debarred can be viewed via the internet at <http://www.epls.gov>

PART II SCOPE OF WORK/SERVICES

2.1 Scope of Work/Services

Project Management

Provide overall Construction Management, coordination with LHFA & FEMA, monthly progress reports, and invoicing. This effort will include the following elements:

- a. Prepare project instructions on contract administration procedures to be used during construction.
- b. Review monthly expenditures and invoices, and submit project progress-documents to LHFA.

Preconstruction Services

- a. Review proposed development and construction budget, and total project cost-loaded CPM schedule submitted by the Development Team. Submit proposed modifications -- if any -- to LHFA & FEMA.
- b. Project Kick-Off Meeting: Prepare an agenda, distribute notices and conduct a project “kick-off” meeting. Construction Manager (the “CM”) shall prepare a written record of the meeting, and distribute copies of the minutes to attendees and affected agencies, staff, etc. Purpose of the meeting is to confirm LHFA intent, clarify roles and responsibilities, review proposed reporting formats and frequency, and discuss “project performance metrics.”
- c. Review Developing Team’s construction plan for compliance with LHFA and FEMA requirements.

Construction Services

- a. Observe construction progress to enable communication between the Development Team and LHFA. By providing such assistance, the CM shall assume no responsibility for proper construction techniques and job site safety. The presence of the CM’s personnel at the construction site is for the purpose of providing a greater degree of confidence that the completed work will conform to the Contract Documents, and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by the Development Team. The CM shall endeavor to protect all parties against defects and deficiencies in the work of the Contractor(s), but cannot guarantee the Contractors’ performance and shall not be responsible for construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the work performed by the construction contractor(s) and any subcontractors.
- b. Prepare weekly construction reports, detailing the contractors operations performed for each day the CM is on site; measure the quantities of materials installed, log equipment and staff used, and other items.
- c. Resolve conflicts that may arise as to the quality and acceptability of material furnished, work performed, and rate of progress of work performed, including response to related questions from adjacent property owners and the general public.
- d. Prepare field records and documents to help assure the project is administered in accordance with Federal, State, and/or funding agency requirements.
- e. Attend and actively participate in weekly on-site meetings.
- f. Provide periodic photographs during the course of construction. Photographs shall be labeled with date taken and subject matter.
- g. Upon substantial completion of work, develop a punch list. This list shall be issued with the Certificate of Substantial Completion.

Administrative Services

- a. Liaison with LHFA, FEMA & Development Team on a regular basis to discuss project issues and status.
- b. Provide technical interpretations of the Contract Documents, and evaluate requested deviations from the approved design or specifications.
- c. Lead weekly meetings by preparing agenda, meeting minutes, and distributing copies of minutes to attendees. Outstanding issues to be tracked on a weekly basis.
- d. Prepare monthly requests for payments. Review with LHFA, FEMA, and Development Team and process, as permitted. Review Development Team's pay request and schedule. Perform "Earned Value Analysis" to support the submitted pay request.
- e. Review monthly cost projections for the project, and submit evaluation to LHFA.
- f. Following completion of all punch list work, prepare letter to LHFA recommending project acceptance.
- g. Project closeout work shall include transfer of all project documents to LHFA for permanent storage.
- h. Submittal processing
 - i. Shop drawings. Coordinate review process for shop drawings, samples, test reports, and other data submitted by the Development Team for compliance with the information required by the contract documents. Submittals shall be logged and tracked.
 - ii. Request for Information (RFI). Review and respond to RFI's, or obtain input from the designer. RFI's shall be tracked and logged.

Miscellaneous Services

- a. Conduct one (1) "team building" session per calendar year for the LHFA, and the Development Team associated with the project. The purpose of the session is to confirm that all stakeholders remain committed to the project stated intent and objectives.
- b. Assist LHFA with the coordination of similar Katrina Cottage programs to ensure synchronization with Development Team activities.
- c. Support LHFA with presentation support to internal and external interested parties.
- d. Provide additional services to LHFA as required.

2.2 Period of Agreement

The term of any contract resulting from this solicitation shall begin on or about November 1, 2007 and continue until all reporting and performance requirements are complete for the life of the AHPP agreement (approximately 4 years).

2.4 Deliverables

The deliverables listed in this section are the minimum desired from the successful Proposer.

- I. Preconstruction Conference Minutes
- II. Daily Reports – as part of a project monthly report.
- III. Test reports.
- IV. "As Built" Drawings – field redlined set.
- V. Construction Photographs – 1 set, including preconstruction photographs.
- VI. Weekly meeting minutes.

- VII. Certificate of Substantial Completion and “Punch-List.”
- VIII. Complete Federal Aid Documentation as required for construction management and project close-out.

Every Proposer should describe what deliverables will be provided per their proposal and how the proposed deliverables will be provided.

2.5 Location

The location(s) the work/delivery/service is to be performed, completed and managed is/are at locations(s). The LHFA Office Baton Rouge, La.; Jackson Barracks, New Orleans, La.; Abbeville, La.; Lake Charles, La. and New Orleans, La. These locations are subject to change and as additional locations are identified they will be subject to requirements as listed as part of this RFP.

2.6 Proposal Elements

2.6.1 Financial

Proposal shall include prices as well as other potential charges (if any) for proposed services associated with the RFP program implementation and administration that you wish the Agency to consider.

2.6.2 Technical

Each Proposer should address how the firm will meet all the requirements of this RFP, with particular attention to:

- Plans and/or schedule for implementation, or orientation, or installation, etc. (whichever is relevant to the RFP requirements).
- Plans for training,
- Provision for customer service, including personnel assigned, toll-free number, and account inquiry, etc.
- Resumes for account manager, designated customer service representative(s) and any other key personnel to be assigned to this project, including those of subcontractors, if any.
- References for at least three states, government agencies, or private firms for whom similar or larger scope services are currently being provided. Include a contact person and telephone number for each reference.
- Information demonstrating the Proposer's financial stability (financial statements, annual reports, or similar data for the last three years).

- Information demonstrating the Proposer's understanding of the nature and scope of this project.

Any other information deemed pertinent by the Proposer including terms and conditions which the Proposer wishes the Agency to consider.

PART III EVALUATION

The following criteria will be evaluated when reviewing the proposals. The proposal will be evaluated in light of the material and the substantiating evidence presented to the Agency, not on the basis of what may be inferred.

- Administrative Compliance/Mandatory Requirements Review
- Detailed Evaluation of Proposal
- Reference Checks
- Cost Analysis
- Product Demonstrations and Proposer Capability
- Company Background and Experience
- Service and Support Requirements
- Approach and Methodology
- Implementation/Orientation Plan
- Risk Factor

3.1 Financial Proposal

The following financial criteria will be evaluated:

Prices proposed by the Proposers should be submitted on a price schedule furnished by Proposer. Prices proposed shall be firm.

The information provided in response to this section will be used in the Financial Evaluation to calculate lowest evaluated cost. The Proposer must include an itemized listing of all expenses or fees, if applicable, (including travel) that are expected to be paid by the agency. Travel and other allowable expenses shall be reimbursed in accordance with the Division of Administration State General Travel Regulations, within the limits established for State Employees as defined in Division of Administration Policy and Procedure Memorandum No. 49. All out of state travel will be subject to prior approval by the Secretary of the agency or his/her designee.